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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM396994

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo & Company		08/31/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Peregrine Capital Management, LLC		
Street Address:	800 LaSalle Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: MINNESOTA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2851220	PEREGRINE

CORRESPONDENCE DATA

Fax Number: 6124927077

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-492-7000 **Email:** ip@fredlaw.com

Correspondent Name: Patricia A. Larson, Senior Paralegal

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: 200 S. Sixth Street, Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson	
SIGNATURE:	/s/Patricia A. Larson	
DATE SIGNED:	08/31/2016	

Total Attachments: 4

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TRADEMARK
REEL: 005868 FRAME: 0003

TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Assignment</u>"), dated as of August 31, 2016, is executed by Wells Fargo & Company, a Delaware corporation ("<u>Assignor</u>"), in favor of Peregrine Capital Management, LLC, a Minnesota limited liability company ("<u>Assignee</u>"), in connection with and subject to that certain Membership Interest Purchase & Sale Agreement, dated as of April 11, 2016 (as amended, the "<u>Purchase Agreement</u>").

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer and assign to Assignee certain intellectual property of Assignor and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

WHEREAS, all capitalized terms not herein defined shall have the meanings ascribed to them in the Purchase Agreement.

NOW, *THEREFORE*, in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, Assignor and Assignee agree as follows:

- 1. <u>Conveyance</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, without representation or warranty of title, all of Assignor's presently existing right, title and interest in and to the following (the "<u>Assigned Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - a. the trademark registration set forth on <u>Exhibit A</u> hereto and all issuances, extensions and renewals thereof;
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. Assignor shall from time to time after the date hereof, at the reasonable request of Assignee and at Assignee's sole cost and expense, execute and deliver to Assignee such additional instruments of conveyance in addition to this Assignment as Assignee shall reasonably request to evidence more fully the transfer of the Assigned Trademarks by Assignor to Assignee. In addition, Assignor shall provide Assignee with cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment.
- 3. <u>Miscellaneous</u>. Each and all of the covenants, terms, provisions and agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and

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assigns. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or email shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

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TRADEMARK REEL: 005868 FRAME: 0005 IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

WELLS FARGO & COMPANY

Name: Andrew DeVillers

Title: Senior Vice President

Exhibit A

Assigned Trademark

Mark	Application No.	Filing Date	Registration No.	Registration Date
PEREGRINE (Design)	76/181,464	12/15/2000	2,851,220	06/08/2004

TRADEMARK REEL: 005868 FRAME: 0007

RECORDED: 08/31/2016